



NOTICE

RFP-4303-0-2013/EMP

WEBSITE RE-DESIGN FOR SEVENVENUES

To All Private Enterprises

The City of Norfolk (the "City"), Virginia, Department of Civic Facilities Scope Cultural and Convention Center is seeking proposals from qualified firms to provide website re-design for SevenVenues throughout the City.

The City invites all persons or firms to respond to the Request for Proposals ("RFP") 4303-0-2013/EMP by submitting a proposal consistent with the terms and conditions of this solicitation.

A Pre-proposal Conference is not scheduled for this RFP.

RFP Closing Date and Time: June 04, 2013, 2:00 p.m. local time

Request for Proposals (RFP) 4303-0-2013/EMP

WEBSITE RE-DESIGN FOR SEVENVENUES

Buyer: Eddie M. Powell, Buyer II

V: 757-664-4025

F: 757-664-4018

eddie.powell@norfolk.gov

Issued: May 9, 2013

RFP CLOSING DATE AND TIME: June 04, 2013

2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent: _____

Signature

Type or Print Name

Email Address

Telephone Number

Fax Number

Company FEI/FIN#

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened. Proposal shall be delivered to:

Office of the Purchasing Agent (Issuing Office)

232 E. Main Street, Suite 250

Norfolk, Virginia 23510

TABLE OF CONTENTS

SECTION I - GENERAL	2
PURPOSE, BACKGROUND, AND GENERAL SCOPE OF SERVICES:	2
A. Purpose:	2
SECTION II - SPECIAL INSTRUCTIONS TO THE OFFEROR	8
A. Issuing Office:	8
B. CONTRACT ADMINISTRATOR:	8
C. CONTRACT TERM:	9
D. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:	9
E. OFFERORS OF RECORD:	9
F. PRE-PROPOSAL CONFERENCE:	9
G. QUESTIONS AND ADDENDA:	9
H. CHANGES OR MODIFICATIONS:	9
I. RFP CLOSING:	10
J. PROPOSAL SUBMITTAL REQUIREMENTS:	10
K. EVALUATION OF PROPOSALS:	11
L. PRESENTATION/DEMONSTRATION:	13
M. PREPARATION OF PROPOSALS:	13
N. PROPOSAL BINDING FOR ONE-HUNDRED EIGHTY (180) DAYS:	13
O. PROPRIETARY INFORMATION/NON-DISCLOSURE:	13
P. AWARD:	14
Q. DISPOSITION OF PROPOSALS:	15
R. COST INCURRED IN RESPONDING:	15
S. OFFEROR OBLIGATION:	15
T. PROTESTS:	15
U. PRIME OFFEROR RESPONSIBILITY	16
V. NON-ASSIGNMENT:	16
W. TERMINATION WITHOUT CAUSE:	17
X. BREACH OF CONTRACT / TERMINATION WITH CAUSE:	17
Y. GOVERNING LAW AND VENUE:	18
Z. ANTI-COLLUSION:	18
AA. ETHICS IN PUBLIC CONTRACTING:	18
BB. NONDISCRIMINATION:	18
CC. DEBARMENT CERTIFICATION:	19
DD. INSURANCE REQUIREMENTS:	19
EE. HOLD HARMLESS AGREEMENT:	20
FF. TAX EXEMPTION:	20
GG. COMPLIANCE WITH FEDERAL IMMIGRATION LAW:	20
HH. COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:	21
II. EQUAL OPPORTUNITY BUSINESS DEVELOPMENT:	21
JJ. SUBCONTRACTING OPPORTUNITIES FOR SMALL, WOMEN OWNED, MINORITY BUSINESS ENTERPRISES AND DISABLED VETERANS:	22
KK. SOLICITATION:	23
LL. DRUG FREE WORKPLACE:	23
Attachment A: Anti-Collusion Statement	24
Attachment B: Ethics in Public Contracting	26
Attachment C: Nondiscrimination	30
Attachment D: Debarment Certification	33
Attachment E: Compliance with Federal Immigration Law	35
Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia	37

SECTION I - GENERAL

Purpose, Background, and General Scope of Services:

A. Purpose:

The City of Norfolk (the "City"), Virginia, Department of Civic Facilities Scope Cultural and Convention Center are seeking proposals from qualified firms to provide website re-design for SevenVenues throughout the City.

B. SCOPE OF WORK

- SevenVenues requires that the selected company specialize in developing websites for arenas, performing arts centers and convention centers.
- SevenVenues requires that the selected company provide evidence of industry experience and award-winning designs.
- The selected company should design a website for SevenVenues that will engage and inform patrons, ticket buyers, current and potential sponsors, promoters, and members of the community. It must also serve departmental staff as a lasting tool for branding, marketing, and developing web sponsors and partnerships. The website should allow for departmental staff to be able to focus on booking events and selling tickets.

C. SPECIFIC REQUIREMENTS

1) Design

Design of www.sevenvenues.com should be visually stunning, intuitively interactive website that is simple for staff to maintain and update.

- a) **Audience Awareness:** SevenVenues' primary audience is the general public who utilize the website for general event information and to view upcoming events, to subscribe to the SevenVenues' newsletter and e-mail list, to contact SevenVenues' staff with event related questions or feedback and to research ticket information. The website's secondary audience includes potential sponsors, promoters, brides, private events and media.

b) **Easy navigation:** Website should be clear, concise and allow guests to access the information they are seeking in the quickest manner possible with minimal clicks.

c) **Compatibility:** Website must have cross-browser compatibility.

d) **Website Features:** A new website for SevenVenues will include, but not be limited to, the features detailed below. Existing features should be updated to be more aesthetically pleasing and user friendly.

- **Upcoming Events and Event Calendar:** The event calendar should be dynamic, large, interactive, user- friendly and provide easy information access. The information should be organized into a chronological list that includes event images, event title, date and ticket prices and should be presented in a calendar form with clickable links that display the event information in either a slide-out, full-page or filtered format. The calendar should provide Add Event to Calendar functionality (iCal/Outlook/Google calendar) and visitors should have the ability to share on Facebook, Twitter and e-mail.
- **Ticket Information:** The website should provide information about ticket costs and where to purchase tickets. The website must work seamlessly with Ticketmaster. Visitors must be able to access easy-to-navigate, user friendly, interactive seating maps or the selected company must work directly with Ticketmaster to implement existing maps into show pages.
- **Mailing List and Social Media:** The website should have a prominent location for site visitors to join SevenVenues' e-mail list and/or to sign up for the SevenVenues' newsletter. All of SevenVenues' social media tools should be fully integrated into the site.
- **Group Sales:** The group sales page should have the ability to list all the events with a group sales offer including the event image, date(s), time(s) and ticket offer. Group sales contact information should be prominently featured.
- **Press Room:** The website should have a press room where media can access and download high resolution images, videos, and news releases as well as access event related links and find information regarding event media coverage.
- **Images and Video Galleries:** The website should have audio, video and photo galleries that SevenVenues' staff can easily update. The galleries should automatically filter into SevenVenues' social media pages.
- **Sponsorships and Advertisements:** The website should have ad rotators and defined promotional spaces to promote sponsors, premium seating, partner hotels and special offers.
- **Guest Services and General venue Information:** The website should include an updates Guest Services and SevenVenues' General Information page to include FAQs, ADA services, employment opportunities, venues' history and

facts and a “Contact Us” section. For visitors interested in booking or renting one of the venues, a rental section with slide show and request information form should be featured.

- **Plan your Visit:** The website should provide a section to assist patrons with planning their visit to include directions to the venues, operating hours, interactive maps, local hotels and restaurants, parking information and area attractions. This section should connect to the Downtown Norfolk Council and Norfolk Convention and Visitor’s Bureau.
- **Award-winning, custom designs**
- **Intuitive Digital Marketing Dashboard** for easy event administration and website management
- **Web Accessibility** - Inclusive design practices to provide ease of use for disabled website visitors
- **Event and news release database** with automated announcing/on-sales and news archive
- **Homepage takeover capability:** SevenVenues staff should have the ability to change the background image on the homepage in order to customize an event driven or show specific “takeover” by adjusting the background image + homepage pictures + banner ads, etc. to all reflect the same show or event.
- **Interactive contesting system**

2) Training and Support

Provide SevenVenues’ staff comprehensive, on-going, unlimited training and technical support to include one hour per month of design and database support (accruable). The selected company should be accessible 24 hours/7 days a week in the case of an emergency or if assistance is needed. The website should provide SevenVenues’ staff the ability to easily change content to include photos, videos, links, event information, company documents, etc.

3) Hosting and Maintenance

Provide industry-leading, unlimited hosting with scalable growth and failover capabilities. Provide required maintenance on an as needed basis to include, but not be limited to minor website template changes and updates for new technology integration. Technology upgrades should be provided at no cost.

4) Site Content Management

It is crucial that the selected company provide a Content Management System (“CMS”) built exclusively for facilities that will provide:

- One place to manage web and mobile
- Real time statistics
- Google analytics at a glance
- A quick scan of upcoming events
- Content creation and management
- Industry News
- Ability to manage venue social programs
- Social media integration.

The CMS must be event-driven and eliminate duplication of content entry on website, mobile site and Facebook. The CMS must possess the ability to schedule the timeframe from when the event is visible until when the event passes (and is automatically dropped from the event listing and calendar sections). The CMS must include automatic image resizing. The CMS must be user friendly and must not require html coding knowledge.

5) Mobile Capability

Provide creation of a mobile website that will automatically detect if a user should be directed to the mobile friendly site. All necessary pages of the website should have the ability to convert to all Smartphone formats.

6) Social Media Integration

Incorporation of social media to include:

- YouTube & Video integration for events & pages

- Twitter, Facebook Widget, Blog RSS integration
- A FACEBOOK FAN CONNECT feature that feeds Seven Venues' event information, including photos and videos, to the venue's Facebook fan profile, and allows venue website visitors to add events to their profiles and share with their friends.
- Social networking bookmarks that allow events to be bookmarked and shared on social networks
- RSS feeds for events and news

Full integration with all active social network pages that incorporates the most recent posts onto the website is required. Events added in the website management platform should not only update the website event listing but should also add the event to Facebook so duplication of content entry is not required. Links to SevenVenues' social media sites should be prominently featured.

7) Analytics

Provide industry standard analytics software to better analyze and market to consumers.

8) Domains

Assist with maintaining current registrations for www.sevenvenues.com. Provide assistance in securing the domains set forth below. These are domains SevenVenues could potentially purchase and have rerouted to www.sevenvenues.com.

www.norfolkscope.com

www.chryslerhall.com

www.wellstheatre.com

www.attuckstheatre.com

www.attucks.com

9) Optimization

The website must provide:

- Friendly URLs and meta tag/description management for better SEO management
- Site Search Engine powered by Google

Remaining page intentionally left blank.

SECTION II - SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Issuing Office:

City of Norfolk

Office of the Purchasing Agent

Attn: Eddie M. Powell

232 Main Street, Suite 250

Norfolk, VA 23510

Telephone: (757) 664-4025

Fax: (757) 664-4018

eddie.powell@norfolk.gov

B. Contract Administrator:

Department of Civic Facilities

Scope Cultural and Convention Center

Scope Plaza

Jon Dorman Assist Director

St. Paul's Boulevard & Brambleton Avenue

Norfolk, VA 23510

Telephone: 757- 664-6955

Jon.dorman@norfolk.gov

C. Contract Term:

For any contract resulting from this Request for Proposals ("RFP") ("Contract(s)"), the initial term shall be for three (3) years with five (5) one-year options to renew by the City beginning upon execution of the Contract.

D. Contact with City Staff, Representatives, and/or Agents:

Direct contact with Seven Venues staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP after issuance of the RFP and prior to award is expressly prohibited. Any such prohibited contact by an offeror will result in disqualification of the offeror's proposal.

E. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the DemandStar plan holders' list and will receive notification of any addenda to the RFP.

F. Pre-proposal Conference:

A Pre-Proposal conference is not scheduled for this RFP.

G. Questions and Addenda:

Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on www.DemandStar.com. This RFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking the DemandStar website or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any addenda issued as part of this RFP.

The deadline for submitting questions under this RFP is **12:00 Noon, May 23, 2013**. Oral comments and instructions do not form a part of this RFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

H. Changes or Modifications:

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this RFP. Oral communications

are not a part of the RFP or proposal documents. This RFP and any addenda shall be incorporated, by reference, into any Contract.

I. RFP Closing:

Offeror shall ensure that its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the offeror unopened. Proposals shall be delivered to: **Office of the Purchasing Agent (Issuing Office)**

232 E. Main Street, Suite 250

Norfolk, Virginia 23510

RFP 4303-0-2013/EMP, WEBSITE RE-DESIGN FOR SEVEN VENUES

J. Proposal Submittal Requirements:

1. Each Proposal shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this RFP, which will contain:
 - i. Original signature of an agent authorized to bind the company;
 - ii. Requested contact information;
 - iii. Company FEI/TIN number; and,
 - iv. Acknowledgment of any addenda on page one (1);
2. Attachments A, B, C, D, E, F and G.
3. Proposals must be submitted with the following requirements:
 - a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/mailing packaging as well as the outside of the envelope or package with the RFP number, date and time of the RFP closing, and the offeror's name and address. **Proposals received by telephone, telegraph, facsimile, e-mail or any other means of electronic transfer shall not be accepted.**
 - b. Submit the original and (6) copies of the proposal with a separate copy on electronic media. The original must be marked "Original".
 - c. Proposals must include all elements noted in the "Preparation of Proposals" section below.
 - d. Include a statement setting forth the basis for protection of all proprietary information, if any.

- e. Professional qualifications of the project team, including resumes of the key staff individuals and their background.
- f. Profile of the firm's principals, staff and facilities
- g. Profile and resumes of firm professionals to be assigned to the Contract.
- h. Profile of the sub-consultants and their background
- i. Previous experience with similar types of projects, including the scope of work, the client, the status of the project, and the year the work was performed.
- j. A list of current/proposed contracts in which your firm is engaged.
- k. A list, including names, addresses, and phone numbers, of three (3) to five (5) references that are capable of explaining and confirming your firm's capacity to successfully complete the scope of service outlined herein.
- l. Appropriate brochures, photographs or printed materials demonstrating work similar to that is requested may be submitted at your option. In no event shall your Statement of Qualifications, including all attachments, brochures, covers, and dividers, exceed fifty (50) sheets of paper. You are permitted to utilize the reverse side of all sheets.
- m. Proposals are to be organized in the following tabs:
 - Tab 1 – Executive Summary
 - Tab 2 – Experience
 - Tab 3 – Services to be provided
 - Tab 4 – Capabilities and Skills (to include offeror's available resources to perform the work required)
 - Tab 5 – Exceptions

K. Evaluation of Proposals:

The City will have complete discretion in the evaluation of the proposals. It is the intent of this RFP that all services be prepared complete in all respects without need for engaging separate technical expertise of professional services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank

the proposals in order of qualifications by based upon the evaluation criteria set forth below

The City shall engage in individual discussions with two (2) or more firms deemed most qualified, responsible and suitable based on the best rated proposal providing the highest quality level of services to the City. After completion of the interview process, the City shall select, in the order of preference, two (2) or more firms whose professional qualifications and proposed services are deemed the most meritorious. At that time, the City will enter into negotiations with the first choice firm to determine an agreeable method of compensation for service.

If negotiation cannot be successfully completed with the first choice firm, the City will then negotiate with the second choice firm, etc. Upon completion of negotiations, a formal agreement will be prepared and executed between the firm and the City of Norfolk. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

Evaluation Criteria

Criteria
Completeness and quality of submittal package
Qualifications of firm and professional staff to be assigned
Relevant experience, performance and approach
References and client satisfaction
SWAM business enterprise participation
Pricing

L. Presentation/Demonstration:

If, in the City's opinion, Offeror presentations or demonstrations are warranted, the City will notify the selected offerors. Such presentations or demonstrations will be at a City site at a date and time mutually agreed to between the City and offeror and travel will be at the Offeror's expense.

M. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained.

Exceptions/Alternatives - Detail any exceptions taken to the *Scope of Service* and *Terms and Conditions* sections of this RFP. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

N. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

O. Proprietary Information/Non-Disclosure:

Offeror is advised that Norfolk City Code § 33.1-9 and § 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by offeror. Specifically, if offeror seeks to protect any proprietary data or materials, pursuant to § 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,

2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes.
6. Trade secrets or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA").
7. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

P. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors will submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls or e-mails to offerors. The City may request offerors to conduct a

presentation, using methods determined to be in the best interest of the City, if determined to be necessary by the City.

Q. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section O, "Proprietary Information/Non-Disclosure."

R. Cost Incurred In Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

S. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

T. Protests:

1. Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP. No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Norfolk City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP.

2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

U. Prime Offeror Responsibility

1. If in its performance of the contract, offeror supplies goods or services by or through another party or sub-contractor, Offeror agrees that:
 - a. Offeror shall act as the prime offeror for the goods and services to be provided under the contract and shall be the sole point of contact with regard to all obligations under the contract.
 - b. Offeror represents and warrants that Offeror has made third parties or sub-contractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that the City is not liable to such third parties or sub-contractors for any work performed under the agreement.
 - c. The use of sub-contractors and the work they perform must receive the prior written approval of the City. The City will designate a Contract Administrator to approve such work.
 - d. Offeror shall be solely responsible for all work performed and materials provided by sub-contractors.
 - e. Offeror shall be responsible for the liability of sub-contractors for the types and limits required of the Offeror under the contract.

V. Non-Assignment:

Offeror shall not assign its rights and duties under the contract without the prior written consent of the City. Any attempt to assign such rights shall be null and void without action from the City.

w. Termination without Cause:

The City may, at any time and for any reason, terminate the contract by written notice to Offeror specifying the termination date, which shall be not less than sixty (60) days from the date such notice is mailed. Notice shall be given to Offeror by certified mail/return receipt requested, addressed to the Offeror's documented primary point of contact. In the event of such termination, Offeror shall be paid such amount as shall compensate Offeror for the work satisfactorily completed, and accepted by the City, at the time of termination. In the event the City terminates the contract, Offeror shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work completed or in process for which payment has been made.

x. Breach of Contract / Termination with Cause:

In the event that offeror shall for any reason or through any cause be in default of the terms of the contract, the City may give offeror written notice of such default by e-mail or certified mail/return receipt requested. Unless otherwise provided, offeror shall have ten (10) days from the date such notice is mailed in which to cure the default, or if unreasonable to cure in ten (10) days, to demonstrate that the cure has been initiated within ten (10) days from such notice. Upon failure of the offeror to cure the default, the City may immediately cancel and terminate the contract, as of the mailing date of the default notice. Upon termination, offeror shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by the City and provisions herein and the opportunity to cure default shall not be applicable.

Offeror shall be deemed in breach of the contract if the offeror:

- Fails to comply with any terms of the contract.
- Fails to cure such noncompliance within ten (10) calendar days from the date of the City's written notice or such other time frame, as specified by the City.
- Fails to submit a written response to the City's notification of noncompliance within ten (10) calendar days after the date of the City's notice.

Offeror shall not be in breach of the contract as long as its default was due to causes beyond the reasonable control of the Offeror and / or its sub-contractors, and occurred without any fault or negligence on the part of both the Offeror and its sub-contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

Y. Governing Law and Venue:

This procurement and the contract shall be governed by the laws of the Commonwealth of Virginia. Venue shall be in Norfolk, Virginia.

Z. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

AA. Ethics in Public Contracting:

The offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING".. The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

BB. Nondiscrimination:

The offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

CC. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

DD. Insurance Requirements:

1. Offeror shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under the resulting contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia, 23510, as an additional insured for the specified services as outlined in this RFP.

Insurance shall be maintained during the entire term of the resulting contract and any extensions or renewals and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability Limit	\$1,000,000 Combined Single
Commercial General Liability, Limit including Contractual Liability, Products and Completed Operations Coverage	\$1,000,000 Combined Single

Professional Liability Limit	\$1,000,000 Combined
Errors and Omissions	\$1,000,000
Umbrella/Excess Liability	\$1,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Offeror.

EE. Hold Harmless Agreement:

The offeror shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the offeror, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

FF. Tax Exemption:

The City is exempt from federal excise tax and from all State and local taxes. Offeror shall not include such taxes in any invoices under the contract. Upon request, the City will furnish the offeror with tax exemption certificates or the City's tax exempt number.

GG. Compliance with Federal Immigration Law:

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

HH. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Offeror hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

II. Equal Opportunity Business Development:

It is the policy of the City to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the procurement activities within the Hampton Roads area. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All offerors are requested to include a statement in its proposal response indicating the planned use of such businesses in fulfilling any resulting contract.

Business Classification

Is your company a minority or woman owned business? Yes/No

If yes, please check the appropriate category:

- | | |
|--|--|
| <input type="checkbox"/> African American (male) | <input type="checkbox"/> African American (female) |
| <input type="checkbox"/> Hispanic (male) | <input type="checkbox"/> Hispanic (female) |
| <input type="checkbox"/> Asian American (male) | <input type="checkbox"/> Asian American (female) |
| <input type="checkbox"/> American Indian (male) | <input type="checkbox"/> American Indian (female) |

___ Eskimo (male)

___ Eskimo (female)

___ Aleut (male)

___ Aleut (female)

___ Other (male)

___ Caucasian (female)

___ Other (female)

JJ.... Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans:

All prime offerors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name of your Subofferor(s)

a. Proposed Minority Category of Subofferor(s) - please check the appropriate category(ies)

___ African American (male) ___ African American (female)

___ Hispanic (male) ___ Hispanic (female)

___ Asian American (male) ___ Asian American (female)

___ American Indian (male) ___ American Indian (female)

___ Eskimo (male) ___ Eskimo (female)

___ Aleut (male) ___ Aleut (female)

___ Other (male) ___ Caucasian (female)

___ Other (female)

b. Proposed Amount of Subcontracts: _____ (Please fill in)

c. Proposed Description of commodity (e.g., masonry, hauling, insulation)

d. Proposed Description of Project

- e. Proposed Total value of awards to all subofferors
- f. Proposed Total Number of minority subcontracts awarded

If you do not propose the use of any subofferors, please check here ____.

KK. Solicitation:

The Offeror will not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the offeror comes into contact as a result of work under this procurement during the term of the contract and for six (6) months thereafter.

LL. Drug Free Workplace:

The City of Norfolk is a drug-free workplace, and as a condition of continued service on the resulting contract, any offeror personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Offeror acknowledges and certifies that it understands that the following acts by the offeror, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

Remaining page intentionally left blank.

Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature:

Name:

Title:_____

Date:_____

Remaining page intentionally left blank.

Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a Offeror or offeror involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Offeror or offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or

3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with an Offeror or offeror.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a offeror, offeror or sub-contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror or offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror, PPEs or offeror.

Sec. 33.1-90. Gifts by Offerors, offerors, or subofferors (Virginia Code §2.2-4371).

No Offeror, offeror, or subofferor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-contractor shall demand or receive from any of his suppliers or his sub-contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No offeror or sub-contractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If a offeror or sub-contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor.
Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial:_____

Remaining page intentionally left blank.

Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or offeror.

Initial:

Remaining page intentionally left blank.

Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature:

Name:

Date:_____

Attachment E: Compliance with Federal Immigration Law

1. CERTIFICATION.

The Offeror certifies, to the best of its knowledge and belief, that -

The Offeror and/or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name)

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/ responsibility. Failure of the Offeror/ to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror/ non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award.

If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature:

Name:

Title:_____

Date:_____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

I. CERTIFICATION.

A. The Offeror (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Offeror by the State Corporation Commission: _____

B. Offeror/ that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature:

Name:

Title:_____

Date:_____